

## REMARKS

Claims 1-72 were previously pending in this patent application. Claims 1-72 stand rejected. Herein, Claims 1, 12, 23, 34, 38, 47, 51, 60, and 64 have been amended. Accordingly, after this Amendment and Response, Claims 1-72 remain pending in this patent application. Further examination and reconsideration in view of the claims, remarks, and arguments set forth below is respectfully requested.

### 35 U.S.C. Section 112, Second Paragraph, Rejections

Claims 1-33 stand rejected under 35 U.S.C. Section 112, Second Paragraph, as being incomplete for omitting essential steps, such omission amounting to a gap between the steps. Applicants respectfully disagree that Claims 1-33 are incomplete. However, Independent Claim 1, 12, and 23 have been amended to clarify that the key lease is generated by performance of a primary authentication protocol. Withdrawal of the rejection of Claims 1-33 is respectfully requested.

### 35 U.S.C. Section 102(b) Rejections

Claims 1, 12, and 23 stand rejected under 35 U.S.C. 102(b) as being anticipated by Vogler et al., U.S. Patent No. 6,393,127 (hereafter Vogler). These rejections are respectfully traversed.

Independent Claim 1 recites:

A method of re-authenticating and protecting communication security, comprising the steps of:

a) ***performing a secondary authentication protocol*** between a client electronic system (client) and a network access point electronic system (AP) using a key lease ***generated by performance of a primary authentication protocol***, wherein ***said key lease includes a key lease period for indicating a length of time in which said key lease is valid for using said secondary authentication protocol instead of said primary authentication protocol***; and

b) ***if said secondary authentication protocol is successful, generating a session encryption key*** for encrypting communication traffic between said client and said AP. (emphasis added)

It is respectfully asserted that Vogler does not disclose the present invention as recited in Independent Claim 1. In particular, Independent Claim 1 recites the limitations, "***performing a secondary authentication protocol***," (emphasis added), "a key lease ***generated by performance of a primary authentication protocol***," (emphasis added), "***said key lease includes a key lease period for indicating a length of time in which said key lease is valid for using said secondary authentication protocol instead of said primary authentication protocol***," (emphasis added), and "***if said secondary authentication protocol is successful, generating a session encryption key***," (emphasis added). In contrast, Vogler is directed to transferring a replacement encryption key between a source and target. [Vogler; Col. 2, lines 27-41]. Vogler fails to disclose performing a secondary authentication protocol, as in the invention of Independent Claim 1. In fact, Vogler never discusses authentication to verify an identity (e.g., of the source and the target). Further, Vogler does not teach a key lease generated by performance of a primary

authentication protocol, wherein the key lease includes a key lease period for indicating a length of time in which the key lease is valid for using the secondary authentication protocol instead of the primary authentication protocol, as in the invention of Independent Claim 1. Furthermore, Vogler never discloses generating a session encryption key if the secondary authentication protocol is successful, as in the invention of Independent Claim 1. Therefore, it is respectfully submitted that Independent Claim 1 is not anticipated by Vogler and is in condition for allowance.

With respect to Independent Claim 12, it is respectfully submitted that Independent Claim 12 recites similar limitations as in Independent Claim 1. In particular, the Independent Claim 12 recites the limitations, "***perform a secondary authentication protocol***," (emphasis added), "***a key lease generated by performance of a primary authentication protocol***," (emphasis added), "***said key lease includes a key lease period for indicating a length of time in which said key lease is valid for using said secondary authentication protocol instead of said primary authentication protocol***," (emphasis added), and "***if said secondary authentication protocol is successful said client is configured to generate a session encryption key***," (emphasis added). As discussed above, Vogler fails to disclose the cited limitations. Therefore, Independent Claim 12 is not anticipated by Vogler and is in condition for allowance based on reasons discussed in connection with Independent Claim 1.

With respect to Independent Claim 23, it is respectfully submitted that Independent Claim 23 recites similar limitations as in Independent Claim 1. In particular, the Independent Claim 23 recites the limitations, "**perform a secondary authentication protocol**," (emphasis added), "a key lease **generated by performance of a primary authentication protocol**," (emphasis added), "**said key lease includes a key lease period for indicating a length of time in which said key lease is valid for using said secondary authentication protocol instead of said primary authentication protocol**," (emphasis added), and "**if said secondary authentication protocol is successful said AP is configured to generate a session encryption key**," (emphasis added). As discussed above, Vogler fails to disclose the cited limitations. Therefore, Independent Claim 23 is not anticipated by Vogler and is in condition for allowance based on reasons discussed in connection with Independent Claim 1.

Claims 34-36, 47-49, and 60-62 stand rejected under 35 U.S.C. 102(b) as being anticipated by Dabbish et al., U.S. Patent No. 5,917,911 (hereafter Dabbish). These rejections are respectfully traversed.

Independent Claim 34 recites:

A method of authenticating a client electronic system (client), comprising the steps of:

- a) in response to a first request to authenticate, **performing a primary authentication protocol between said client and a first network access point electronic system (first AP) to allow access to a network**;
- b) **if said primary authentication protocol is successful, generating a key lease**, wherein **said key lease includes context information and a key lease period for indicating a length of time in which said key lease is valid for using a secondary authentication protocol instead of said primary authentication protocol**;
- c) transmitting said key lease to said client; and
- d) in response to a second request to authenticate, **performing said secondary authentication protocol between said client and a second network access point electronic system (second AP) using said key lease**. (emphasis added)

It is respectfully asserted that Dabbish does not disclose the present invention as recited in Independent Claim 34. In particular, Independent Claim 34 recites the limitations, "**performing a primary authentication protocol between said client and a first network access point electronic system (first AP) to allow access to a network**," (emphasis added), "**if said primary authentication protocol is successful, generating a key lease**," (emphasis added), "**wherein said key lease includes context information and a key lease period for indicating a length of time in which said key lease is valid for using a secondary authentication protocol instead of said primary authentication protocol**," (emphasis added), and "**performing said secondary authentication protocol between said client and a second network access point electronic system (second AP) using said key lease**," (emphasis added). In contrast, Dabbish is directed to providing access to an encryption key when, for example, a court order, approved by a court has been obtained.

[Dabbish; Col. 2, lines 2-59]. Dabbish fails to disclose performing a primary authentication protocol between the client and a first network access point electronic system (first AP) to allow access to a network, as in the invention of Independent Claim 34. In fact, Dabbish never discusses authentication to verify an identity to allow access to a network. Moreover, in Dabbish, as a message passes through each node (i.e., a key arbitration center (KAC)) of a hierarchical tree, an ID and digital signature of each node (i.e., KAC's ID and KAC's signature) are added to the message requesting an encryption key, wherein the digital signatures are simply verified by a key arbitration center (KAC) or a key management center (KMC) to respond to the message requesting the encryption key from an entity (e.g., government agency) instead of allowing the entity access to a network. [Dabbish; Col. 3, line 50 through Col. 4, line 67]. The encryption key allows the entity (e.g., government agency) to decrypt communications for purposes such as wiretapping or monitoring of the individual or device that utilizes the encryption key. [Dabbish; Col. 2, lines 50-59]. However, the encryption key is not a key lease since the encryption key is not generated if the primary authentication protocol is successful and since the encryption key does not includes context information and a key lease period for indicating a length of time in which the key lease is valid for using a secondary authentication protocol instead of the primary authentication protocol.

Further, Dabbish does not teach generating a key lease if the primary authentication protocol is successful, wherein the key lease includes context information and a key lease period for indicating a length of time in which the

key lease is valid for using a secondary authentication protocol instead of the primary authentication protocol, as in the invention of Independent Claim 34. Furthermore, Dabbish never discloses performing the secondary authentication protocol between the client and a second network access point electronic system (second AP) using the key lease, as in the invention of Independent Claim 34. Therefore, it is respectfully submitted that Independent Claim 34 is not anticipated by Dabbish and is in condition for allowance.

Dependent Claims 35-36 are dependent on allowable Independent Claim 34, which is allowable over Dabbish. Hence, it is respectfully submitted that Dependent Claims 35-36 are patentable over Dabbish for the reasons discussed above.

With respect to Independent Claim 47, it is respectfully submitted that Independent Claim 47 recites similar limitations as in Independent Claim 34. In particular, the Independent Claim 47 recites the limitations, "**perform a primary authentication protocol with a first network access point electronic system (first AP) to allow access to a network**," (emphasis added), "**receive a key lease if said primary authentication protocol is successful**," (emphasis added), "**said key lease includes context information and a key lease period for indicating a length of time in which said key lease is valid for using a secondary authentication protocol instead of said primary authentication protocol**," (emphasis added), and "**perform said secondary authentication**

***protocol with a second network access point electronic system (second AP) using said key lease,***" (emphasis added). As discussed above, Dabbish fails to disclose the cited limitations. Therefore, Independent Claim 47 is not anticipated by Dabbish and is in condition for allowance based on reasons discussed in connection with Independent Claim 34.

Dependent Claims 48-49 are dependent on allowable Independent Claim 47, which is allowable over Dabbish. Hence, it is respectfully submitted that Dependent Claims 48-49 are patentable over Dabbish for the reasons discussed above.

With respect to Independent Claim 60, it is respectfully submitted that Independent Claim 60 recites similar limitations as in Independent Claim 34. In particular, the Independent Claim 60 recites the limitations, "***perform a primary authentication protocol with a client electronic system (client) to allow access to a network,***" (emphasis added), "***generate a key lease if said primary authentication protocol is successful,***" (emphasis added), "***said key lease includes context information and a key lease period for indicating a length of time in which said key lease is valid for using a secondary authentication protocol instead of said primary authentication protocol,***" (emphasis added), and "***perform said secondary authentication protocol with said client using said key lease,***" (emphasis added). As discussed above, Dabbish fails to disclose the cited limitations. Therefore, Independent



Claim 60 is not anticipated by Dabbish and is in condition for allowance based on reasons discussed in connection with Independent Claim 34.

Dependent Claims 61-62 are dependent on allowable Independent Claim 60, which is allowable over Dabbish. Hence, it is respectfully submitted that Dependent Claims 61-62 are patentable over Dabbish for the reasons discussed above.

#### 35 U.S.C. Section 103(a) Rejections

Claims 2-6, 13-17, and 24-28 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Vogler et al., U.S. Patent No. 6,393,127 (hereafter Vogler) and in view of Dole, U.S. Patent No. 6,628,786 (hereafter Dole). These rejections are respectfully traversed.

Dependent Claims 2-6, Dependent Claims 13-17, and Dependent Claims 24-28 are dependent on allowable Independent Claims 1, 12, and 23 respectively, which are allowable over Vogler. Moreover, Dole does not disclose the limitations "**performing a secondary authentication protocol**," (emphasis added), "a key lease **generated by performance of a primary authentication protocol**," (emphasis added), "**said key lease includes a key lease period for indicating a length of time in which said key lease is valid for using said secondary authentication protocol instead of said primary authentication protocol**," (emphasis added), and "**if said secondary authentication protocol**

***is successful, generating a session encryption key,***" (emphasis added), as in the inventions of Independent Claims 1, 12, and 23. Hence, it is respectfully submitted that Independent Claims 1, 12, and 23 are patentable over the combination of Vogler and Dole for the reasons discussed above. Since Dependent Claims 2-6, 13-17, and 24-28 depend from Independent Claims 1, 12 and 23 respectively, it is respectfully submitted that Dependent Claims 2-6, 13-17, and 24-28 are patentable over the combination of Vogler and Dole for the reasons discussed above.

Claims 7-11, 18-22, and 29-33 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Vogler et al., U.S. Patent No. 6,393,127 (hereafter Vogler), in view of Dole, U.S. Patent No. 6,628,786 (hereafter Dole), and in view of Kessler et al., U.S. Patent No. 6,789,147 (hereafter Kessler). These rejections are respectfully traversed.

Dependent Claims 7-11, Dependent Claims 18-22, and Dependent Claims 29-33 are dependent on allowable Independent Claims 1, 12, and 23 respectively, which are allowable over Vogler. Moreover, Dole and Kessler do not disclose the limitations "***performing a secondary authentication protocol,***" (emphasis added), "***a key lease generated by performance of a primary authentication protocol,***" (emphasis added), "***said key lease includes a key lease period for indicating a length of time in which said key lease is valid for using said secondary authentication protocol instead***

***of said primary authentication protocol,"*** (emphasis added), and ***"if said secondary authentication protocol is successful, generating a session encryption key,"*** (emphasis added), as in the inventions of Independent Claims 1, 12, and 23. Hence, it is respectfully submitted that Independent Claims 1, 12, and 23 are patentable over the combination of Vogler, Dole, and Kessler for the reasons discussed above. Since Dependent Claims 7-11, 18-22, and 29-33 depend from Independent Claims 1, 12 and 23 respectively, it is respectfully submitted that Dependent Claims 7-11, 18-22, and 29-33 are patentable over the combination of Vogler, Dole, and Kessler for the reasons discussed above.

Claims 37, 50, and 63 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Dabbish et al., U.S. Patent No. 5,917,911 (hereafter Dabbish) and in view of Kennelly et al., U.S. Patent No. 6,754,702 (hereafter Kennelly). These rejections are respectfully traversed.

Dependent Claims 37, 50, and 63 are dependent on allowable Independent Claims 34, 47, and 60 respectively, which are allowable over Dabbish. Moreover, Kennelly does not disclose the limitations ***"performing a primary authentication protocol between said client and a first network access point electronic system (first AP) to allow access to a network,"*** (emphasis added), ***"if said primary authentication protocol is successful, generating a key lease,"*** (emphasis added), ***"wherein said key lease includes context information and a key lease period for indicating a length of time***

*in which said key lease is valid for using a secondary authentication protocol instead of said primary authentication protocol,"* (emphasis added), and *"performing said secondary authentication protocol between said client and a second network access point electronic system (second AP) using said key lease,"* (emphasis added), as in the inventions of Independent Claims 34, 47, and 60. Hence, it is respectfully submitted that Independent Claims 34, 47, and 60 are patentable over the combination of Dabbish and Kennelly for the reasons discussed above. Since Dependent Claims 37, 50, and 63 depend from Independent Claims 34, 47, and 60 respectively, it is respectfully submitted that Dependent Claims 37, 50, and 63 are patentable over the combination of Dabbish and Kennelly for the reasons discussed above.

Claims 38-43, 51-56, and 64-69 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Dabbish et al., U.S. Patent No. 5,917,911 (hereafter Dabbish) and in view of Babu et al., U.S. Patent No. 6,122,639 (hereafter Babu). These rejections are respectfully traversed.

Dependent Claims 38-43, 51-56, and 64-69 are dependent on allowable Independent Claims 34, 47, and 60 respectively, which are allowable over Dabbish. Moreover, Babu does not disclose the limitations *"performing a primary authentication protocol between said client and a first network access point electronic system (first AP) to allow access to a network,"*

(emphasis added), "***if said primary authentication protocol is successful, generating a key lease,***" (emphasis added), "wherein ***said key lease includes context information and a key lease period for indicating a length of time in which said key lease is valid for using a secondary authentication protocol instead of said primary authentication protocol,***" (emphasis added), and "***performing said secondary authentication protocol between said client and a second network access point electronic system (second AP) using said key lease,***" (emphasis added), as in the inventions of Independent Claims 34, 47, and 60. Hence, it is respectfully submitted that Independent Claims 34, 47, and 60 are patentable over the combination of Dabbish and Babu for the reasons discussed above. Since Dependent Claims 38-43, 51-56, and 64-69 depend from Independent Claims 34, 47, and 60 respectively, it is respectfully submitted that Dependent Claims 38-43, 51-56, and 64-69 are patentable over the combination of Dabbish and Babu for the reasons discussed above.

Claims 44, 57, and 70 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Dabbish et al., U.S. Patent No. 5,917,911 (hereafter Dabbish) and in view of Kung et al., U.S. Patent No. 5,917,911 (hereafter Kung). These rejections are respectfully traversed.

Dependent Claims 44, 57, and 70 are dependent on allowable Independent Claims 34, 47, and 60 respectively, which are allowable over

Dabbish. Moreover, Kung does not disclose the limitations "**performing a primary authentication protocol between said client and a first network access point electronic system (first AP) to allow access to a network,**" (emphasis added), "**if said primary authentication protocol is successful, generating a key lease,**" (emphasis added), "wherein **said key lease includes context information and a key lease period for indicating a length of time in which said key lease is valid for using a secondary authentication protocol instead of said primary authentication protocol,**" (emphasis added), and "**performing said secondary authentication protocol between said client and a second network access point electronic system (second AP) using said key lease,**" (emphasis added), as in the inventions of Independent Claims 34, 47, and 60. Hence, it is respectfully submitted that Independent Claims 34, 47, and 60 are patentable over the combination of Dabbish and Kung for the reasons discussed above. Since Dependent Claims 44, 57, and 70 depend from Independent Claims 34, 47, and 60 respectively, it is respectfully submitted that Dependent Claims 44, 57, and 70 are patentable over the combination of Dabbish and Kung for the reasons discussed above.

Claims 45, 58, and 71 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Dabbish et al., U.S. Patent No. 5,917,911 (hereafter Dabbish) and in view of Burns et al., U.S. Patent No. 6,792,424 (hereafter Burns). These rejections are respectfully traversed.

Dependent Claims 45, 58, and 71 are dependent on allowable Independent Claims 34, 47, and 60 respectively, which are allowable over Dabbish. Moreover, Burns does not disclose the limitations "***performing a primary authentication protocol between said client and a first network access point electronic system (first AP) to allow access to a network,***" (emphasis added), "***if said primary authentication protocol is successful, generating a key lease,***" (emphasis added), "wherein ***said key lease includes context information and a key lease period for indicating a length of time in which said key lease is valid for using a secondary authentication protocol instead of said primary authentication protocol,***" (emphasis added), and "***performing said secondary authentication protocol between said client and a second network access point electronic system (second AP) using said key lease,***" (emphasis added), as in the inventions of Independent Claims 34, 47, and 60. Hence, it is respectfully submitted that Independent Claims 34, 47, and 60 are patentable over the combination of Dabbish and Burns for the reasons discussed above. Since Dependent Claims 45, 58, and 71 depend from Independent Claims 34, 47, and 60 respectively, it is respectfully submitted that Dependent Claims 45, 58, and 71 are patentable over the combination of Dabbish and Burns for the reasons discussed above.

Claims 46, 59, and 72 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Dabbish et al., U.S. Patent No. 5,917,911 (hereafter Dabbish)

and in view of Burns et al., U.S. Patent No. 6,792,424 (hereafter Burns). These rejections are respectfully traversed.

Dependent Claims 46, 59, and 72 are dependent on allowable Independent Claims 34, 47, and 60 respectively, which are allowable over Dabbish. Moreover, Burns does not disclose the limitations "***performing a primary authentication protocol between said client and a first network access point electronic system (first AP) to allow access to a network,***" (emphasis added), "***if said primary authentication protocol is successful, generating a key lease,***" (emphasis added), "wherein ***said key lease includes context information and a key lease period for indicating a length of time in which said key lease is valid for using a secondary authentication protocol instead of said primary authentication protocol,***" (emphasis added), and "***performing said secondary authentication protocol between said client and a second network access point electronic system (second AP) using said key lease,***" (emphasis added), as in the inventions of Independent Claims 34, 47, and 60. Hence, it is respectfully submitted that Independent Claims 34, 47, and 60 are patentable over the combination of Dabbish and Burns for the reasons discussed above. Since Dependent Claims 46, 59, and 72 depend from Independent Claims 34, 47, and 60 respectively, it is respectfully submitted that Dependent Claims 46, 59, and 72 are patentable over the combination of Dabbish and Burns for the reasons discussed above.



### CONCLUSION

It is respectfully submitted that the above claims, arguments, and remarks overcome all rejections. All remaining claims (Claims 1-72) are neither anticipated nor obvious in view of the cited references. For at least the above-presented reasons, it is respectfully submitted that all remaining claims (Claims 1-72) are in condition for allowance.

The Examiner is urged to contact Applicants' undersigned representative if the Examiner believes such action would expedite resolution of the present Application.

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Respectfully submitted,

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